

## Defense Acquisition Regulations System, DoD

252.237-7011

### TERMINATION FOR DEFAULT (DEC 1991)

(a) This clause supplements and is in addition to the Default clause of this contract.

(b) The Contracting Officer may terminate this contract for default by written notice without the ten day notice required by paragraph (a)(2) of the Default clause if—

(1) The Contractor, through circumstances reasonably within its control or that of its employees, performs any act under or in connection with this contract, or fails in the performance of any service under this contract and the act or failures may reasonably be considered to reflect discredit upon the Department of Defense in fulfilling its responsibility for proper care of remains;

(2) The Contractor, or its employees, solicits relatives or friends of the deceased to purchase supplies or services not under this contract. (The Contractor may furnish supplies or arrange for services not under this contract, only if representatives of the deceased voluntarily request, select, and pay for them.);

(3) The services or any part of the services are performed by anyone other than the Contractor or the Contractor's employees without the written authorization of the Contracting Officer;

(4) The Contractor refuses to perform the services required for any particular remains; or

(5) The Contractor mentions or otherwise uses this contract in its advertising in any way.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

### 252.237-7008 Group interment.

As prescribed in 237.7003(b), use the following clause:

#### GROUP INTERMENT (DEC 1991)

The Government will pay the Contractor for supplies and services provided for remains interred as a group on the basis of the number of caskets furnished, rather than on the basis of the number of persons in the group.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

### 252.237-7009 Permits.

As prescribed in 237.7003(b), use the following clause:

### PERMITS (DEC 1991)

The Contractor shall meet all State and local licensing requirements and obtain and furnish all necessary health department and shipping permits at no additional cost to the Government. The Contractor shall ensure that all necessary health department permits are in order for disposition of the remains.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

### 252.237-7010 Prohibition on interrogation of detainees by contractor personnel.

As prescribed in 237.173-5, use the following clause:

#### PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL ((JUN 2013))

(a) *Definitions.* As used in this clause—

*Detainee* means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

*Interrogation of detainees* means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

[75 FR 67634, Nov. 3, 2010, as amended at 78 FR 37991, June 25, 2013]

### 252.237-7011 Preparation history.

As prescribed in 237.7003(b), use the following clause:

#### PREPARATION HISTORY (DEC 1991)

For each body prepared, or for each casket handled in a group interment, the Contractor shall state briefly the results of the embalming process on a certificate furnished by the Contracting Officer.